Rep. -23-20

RESOLUTION NO: 33-05	ADDENDUM NO:
IN THE MATTER OF VILLAGE OF KEMPTON LAW ENFORCEMENT CONTRACT WITH THE COUNTY OF FORD	

CONTRACT FOR COUNTY LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made this 01st day of December, 2022, by and between the County of Ford (hereinafter referred to as County), Illinois, and the **Village of Kempton** (hereinafter referred to as Village), Illinois, a municipal corporation.

WITNESSETH:

WHEREAS, the Village has the need for police protection, but does not have the economic resources with which to maintain a police department of the necessary size, nor the provisions to adequately train or equip said police department; and

WHEREAS, the County has an established modernly trained and equipped sheriff's office which could provide the required police protection and community policing programs within the corporate limits of the Village to the extent and manner hereinafter set forth; and

WHEREAS, the Village has desired the services of a modernly trained and equipped sheriff's office which the County is able and willing to furnish; and

WHEREAS, the Village and County have reached an agreement pursuant to authority granted by Article 7, Section 10 (a) of the Illinois Constitution whereby the County would provide law enforcement services to the Village pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the following has been agreed by and between the County and the Village:

- 1. This Contract shall be operative for a period not to exceed one (1) year and shall commence the 01st day of December 2022 and shall thus expire the 30th day of November 2023.
- 2. The Village shall remit to the County the sum of \$6,253.00, Six Thousand Two Hundred Fifty-Three Dollars and 00/100, which shall be paid in accordance with one of the following listed options after the Contract has been accepted and signed by the County and Village.
 - Option 1: One installment of the full amount by June 01st, 2023, or
 - Option 2: Two installments of \$3,126.50 each; the first installment due by May 01st, 2023 and the second installment due by October 01st, 2023.

In the event the Village elects to terminate this agreement the contract shall expire on the last day of the same month the Village Board voted to be released from the agreement. The County shall reimburse the Village all monies remaining on the contract balance, less those months the County law enforcement services were provided. The county shall have the same option of termination.

3. Within their capabilities, the County shall provide the deputies and equipment required to accomplish the obligations pursuant to this Contract, and in accordance with 65 Illinois Compiled Statutes, Section 5/1-4-6, the County shall be deemed the employing governmental entity.